

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Shrum, Devine & Donilon	Enrique Antonini

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

See Attachment.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant has been retained by the foreign principal to assist with matters related to a visit to the United States of Governor Eduardo Duhalde. The registrant is performing the agreement by coordinating the scheduling of Governor Duhalde's meetings and appearances with and before both public and private sector entities.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


The activities which the registrant is engaging in on behalf of the above foreign principal are:

- * contact governmental and private officials to arrange opportunities for Governor Duhalde to meet such individuals.
- * arrange for speaking engagements for Governor Duhalde before audience(s) of business and financial leaders.
- * consult with foreign principal and Governor Duhalde regarding public relations aspects of trip to United States.
- * draft various speeches and talking points for Governor Duhalde's appearances.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
	Thomas A. Devine President	August 22, 1996

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Exhibit B to
Registration Statement of
Shrum, Devine & Donilon

Item 3

There is no formal written contract between the registrant and the foreign principal signed by both parties. The fundamental terms of the agreement are embodied in the appended letter of February 14, 1996, which was also filed along with the Exhibit B of the initial Registration Statement. The only respect in which the agreement's terms have been modified relates to the payment of fees and expenses. As set out in the February 14, 1996 letter, the registrant's expenses are being paid by the foreign principal, Enrique Antonini. The registrant's fees will be paid jointly by the foreign principal and by Empresa Social de Energia de Buenos Aires ("ESEBA").¹ ESEBA is a public utility company in Argentina. Exhibit B, as amended, reflects this change in the agreement.

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
96 AUG 27 AM 1:34
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

¹ Detailed information regarding payments of fees and expenses will be filed as part of the Six-Month Supplemental Statement.



CONFIDENTIAL

February 14, 1996

Mr. Enrique Antonini
First Overseas Bank Limited
Republica Argentina
Via Fax # (598)2 96-2672

Dear Enrique:

The purpose of letter of agreement is to set forth the terms and conditions of the contract between the representatives of Governor Eduardo Duhalde and *Shrum, Devine & Donilon* in reference to Governor Duhalde's April, 1996 trip to the United States. This agreement sets forth the scope of activities of the contract and the fees which will be received for services. This agreement supersedes the letter dated January 4, 1996.

SCOPE OF ACTIVITIES

Shrum, Devine & Donilon will work with Governor Duhalde's representatives to coordinate the strategy and planning for his April, 1996 trip to the United States. We will assist in the coordination and implementation of the schedule of meetings and appearances attached to this agreement.

One of the principles of *Shrum, Devine & Donilon* will be available to meet with representatives of Governor Duhalde either here in the United States or in Argentina to coordinate the trip. We will continue to be available to meet on a regular basis to secure the successful implementation of the agreed upon schedule for the Governor's trip.

In addition to assisting with the coordination and implementation of the schedule, we will be available to draft and edit speech texts.

2141 Wisconsin Ave., NW, Suite J, Washington, DC 20007
voice: 202.337.9600 fax: 202.337.9620 e-mail: sdevd@aol.com

Strategy
and Media

The three principals of *Shrum, Devine & Donilon*, Robert Shrum, Tad Devine and Michael Donilon, will all be personally involved in the coordination of this trip. In addition, *Shrum, Devine & Donilon* will assign a staff member (Laurie Campos) to handle logistical details, as well as to assist in the coordination of the schedule.

In summary, *Shrum, Devine & Donilon* will assist in the coordination and implementation of the attached schedule by making contacts as needed with targets for the various meetings set forth in the proposed schedule.

FEE FOR SERVICES

Shrum, Devine & Donilon will receive the following schedule of fees for work in the coordination and execution of Governor Duhalde's trip to the United States.

MONTHLY CONSULTING RETAINER

Shrum, Devine & Donilon will receive \$35,000 (US) per month for the months of February, March and April 1996. The first payment of \$35,000 (US) is due upon the execution of this agreement. Payment of the additional amounts will be due on the first of the month in March and April. The payment is to be made by a wire transfer to the account listed below.

Shrum, Devine & Donilon, Inc. Account #202-473-473

Crestar Bank
Rosslyn Office
1000 Wilson Blvd.
Arlington, Virginia 22209
United States of America
Phone # 202-838-3421

Routing #051000020 (Crestar Bank Wire Room - Richmond, Virginia)

Upon execution of the agreement and transfer of said funds, *Shrum, Devine & Donilon* will begin to work on the implementation of the schedule agreed in draft form during our meeting in Buenos Aires on February 14, 1996.

EXPENSES

Shrum, Devine & Donilon will be compensated for expenses incurred in the implementation of this agreement including any air travel to and from Argentina, as well as

telephone, fax and other appropriate charges. The expenses will be paid in the following manner. The representatives of Governor Duhalde will transfer \$20,000 (US) to *Shrum, Devine & Donilon*. That amount will then be deposited in a separate expense account by *Shrum, Devine & Donilon*. The \$20,000 (US) in the account will be used exclusively for payment of expenses throughout the duration of this project. *Shrum, Devine & Donilon* anticipates that expenses should not exceed this amount for the account, however if expenses do exceed this amount then the representatives of Governor Duhalde will replenish the account at an agreed upon level when the expense account has drawn down to approximately \$5,000 (US). All expenses which are drawn against this account will be documented and delivered to the representatives of Governor Duhalde on a monthly basis at the time that an invoice for consulting services is sent.

SCHEDULE FOR PAYMENT OF FEES

<u>FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>
Expense Account	\$20,000 (US)	PAID
February Consulting Fee	\$35,000 (US)	PAID
March Consulting Fee	\$35,000 (US)	March 1
April Consulting Fee	\$35,000 (US)	April 1

AGREED TO, THIS 14th DAY OF FEBRUARY, 1996

By Thomas A. Devine
 Thomas A. Devine, President
 SHRUM, DEVINE & DONILON

AGREED TO, THIS 14th DAY OF February, 1996

By _____

Representative of Governor Eduardo Duhalde